

## TERMS AND CONDITIONS GOVERNING THE RBT INFLUENCER PROGRAM

### A. INTRODUCTION

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THE OFFER IS AN OPTIONAL OFFER CONCEPTUALIZED, ORGANIZED AND HOSTED BY ONMOBILE GLOBAL LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT TOWER 1, 94/1 C AND 94/2, VEERASANDRA VILLAGE, ATTIBELE HOBLI, ANEKAL TALUK, ELECTRONIC CITY PHASE 1, BANGALORE – 560 100, INDIA (HEREINAFTER REFERRED TO AS “ONMOBILE” OR THE “ORGANIZER”) FOR THE ELIGIBLE RIGHTFUL SUBSCRIBERS OF VODAFONE INDIA LIMITED, AND VODAFONE MOBILE SERVICES LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS “VODAFONE INDIA”).

THE FOLLOWING TERMS & CONDITIONS SHALL BE APPLICABLE TO ALL VODAFONE INDIA POST PAID AND PREPAID SUBSCRIBERS PARTICIPATING IN THE OFFER KNOWN AS “ELIGIBLE SUBSCRIBER” DURING THE OFFER.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THIS OFFER KNOWN AS “RBT INFLUENCER PROGRAM”. BY PARTICIPATING IN THE OFFER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE IN THE OFFER.

For the purposes of these Terms and Conditions, wherever the context so requires “You” or “Your” shall mean any natural person who being an Eligible Subscriber has participated in the Offer.

### B. DEFINITIONS

- (1) “**Subscriber**” shall mean the rightful subscriber of the Vodafone India mobile connection who is either on prepaid or post-paid subscription, in whose name the mobile phone number (MSISDN) is registered with Vodafone India. In the event, the subscriber’s number / connection is registered in the name of a company/ firm, the employee who is authorized to use the MSISDN shall submit a No Objection Certificate (NoC) and authorization of the employer duly permitting the employee to use the number for subscribing for this Offer and accept the terms applicable herein.
- (2) “**Active Subscriber**” shall mean a Subscriber who uses the Subscriber Identity Module (“SIM”) of Vodafone India on a regular basis for purposes other than to participate in any offer offered by Vodafone India.
- (3) “**Eligible Subscriber**” shall mean an Active Subscriber of Vodafone India who has subscribed to the Offer and fulfilled the criteria. An Eligible Subscriber must also

satisfy the following criteria at the time of participation and during continuation of Offer –

- (i) Subscriber must be of at least 18 years of age;
- (ii) Subscriber must be a resident of India;
- (iii) Subscriber must be an Active Subscriber of Vodafone India;
- (iv) Subscriber must belong to any of the telecom service circles\* mentioned below;
- (v) Should not have ported out of Vodafone India during the Offer period.
- (vi) Further, the Subscriber who participate in the Offer and get selected as Winners of gratification/s in accordance with the Winner selection process under the Terms and Conditions of the Offer shall be required to be the registered Vodafone India Subscribers of the winning mobile phone number and not merely the players using such mobile number (“Winner(s)”).
- (vii) Once the Vodafone subscriber registers him/herself by
  1. activating callertune service or changes the existing callertune &
  2. makes two or more Vodafone subscribers to copy the same callertune, he/she becomes eligible for this Offer.

**C. OFFER PERIOD**

- (i) This is a limited period offer by OnMobile, available from 12<sup>th</sup> September 2018, 00:00:01 hrs. till 11<sup>th</sup> October 2018, 23:59:59 hrs., both days inclusive (“Offer Period”);
- (ii) Vodafone India reserves the right to extend or shorten the Offer Period, as it deems fit.

**D. OFFER AREA**

- (a) The Offer is valid and the Winners will be gratified in selected Indian cities / telecom service areas as mentioned below.

S.No.	Vodafone Circles*
1	AP
2	ASSAM
3	BIHAR
4	CHENNAI
5	DELHI
6	GUJARAT
7	HARYANA
8	HP

9	JK
10	KARNATAKA
11	KERALA
12	KOLKATA
13	MAHARASTRA
14	MP
15	MUMBAI
16	NE
17	ORISSA
18	PUNJAB
19	RAJASTHAN
20	TAMIL NADU
21	UPE
22	UPW
23	WB

(b) Notwithstanding the foregoing, if the operation of or participation in the Offer is prohibited in any State and/or territory or part thereof as per applicable law, the Subscribers from such State and/or territory or part thereof shall not be eligible to subscribe to or participate in the Offer. No further notice shall be given by Vodafone India or Onmobile in this regard.

**E. OFFER DETAILS – ACTIVATION, STEPS AND RESTRICTIONS**

(a) How to Avail This Offer?

Subscriber can participate in this offer by changing the existing callertune & Influencing two or more Vodafone subscribers to copy their callertune in a month will be eligible to avail the Offer.

(b) Charging

Callertune download / rental charge is applicable and will be communicated to the subscriber through SMS.

**(i) GRATIFICATIONS AND WINNER SELECTION PROCESS**

**Recharge Coupon worth Rs. 10:**

Top (1000) unique MSISDNs (Unique Vodafone Eligible Subscribers) across all circles\*, who have changed the callertune & have influenced maximum Vodafone subscribers to copy their callertune in a month will be gratified with Recharge worth Rs.10.

Subscribers will be informed of gratifications and Terms and Conditions through SMS.

**F. MODIFICATION OF TERMS AND CONDITIONS**

- (a) Organizer reserve the right, at their sole discretion, to modify these Terms & Conditions of the Offer or any part thereof at any time during the Offer Period and without prior notice to You, if so required in view of business exigencies and/or guidelines issued / amended by TRAI, Department of Telecom (DOT) and/or statutory changes and the same shall be binding on the Eligible Subscribers participating in this Offer.
- (b) If Organizers modify these Terms, the modified terms will be posted on [www.vodafone.in](http://www.vodafone.in). You are therefore advised to check this Website regularly for any update(s) or amendment(s) made to these Terms and Conditions and in the event the modified or amended Terms and Conditions are not acceptable to You, You should discontinue participating in the Offer. Your continued participation in the Offer will constitute Your acceptance of the latest revised Terms and Conditions.

**G. WITHDRAWAL OF OFFER**

- (a) Organizer reserves the right to extend, cancel, discontinue, suspend or prematurely withdraw the Offer at any time during its validity as may be required in view of business exigencies and/or changes by TRAI, Department of Telecom (DOT) and/or statutory changes without any notice to You and the same shall be binding on the Eligible Subscribers.

**H. DISCLAIMERS**

1. You agree that this Offer is being made purely on a “best endeavour” basis and subject to acceptance of these Terms and Conditions. Your participation in the Offer is voluntary and You expressly agree to participate at Your sole risk. Organizers or Vodafone shall not be responsible for any loss, injury or any other liability to any Eligible Subscriber arising due to participation in the Offer.
2. Organizer or Vodafone makes no representation or warranty of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Your requirements or aspirations, timeliness, security of the Offer and/or any delay or failure to participate in the Offer due to technical, network or other problems. To the extent You choose to participate in this Offer, You do so at Your own initiative and You shall remain responsible for compliance with the Terms and Conditions herein, any applicable laws, including but not limited to applicable local laws. You agree not to hold Vodafone India and OnMobile, its officers, directors,

employees, affiliates, and agents or representatives liable for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Winner or any subscriber or third party, in connection with the Offer or arising otherwise.

3. Onmobile reserves the right to change, suspend, remove, or disable access to the offer at any time without notice. In no event will Onmobile or Vodafone India be liable for the removal of or disabling of access to the offer. Onmobile may also impose limits on the use of or access to the offer, in any case and without notice or liability. Under this offer, Vodafone India's responsibility shall only be limited in providing Telecom Service on Vodafone India's network for Eligible Subscribers availing this Offer.
4. You shall indemnify and keep indemnified Vodafone India, its officers, directors, employees, customers, affiliates and agents or representatives harmless from and against any and all actual claims, suits, proceedings, action, liabilities, expenses, costs (including attorney's fees and court costs), losses or damages of whatsoever nature, which Vodafone India may incur, pay or become responsible arising out of or in connection with the Your breach of these Terms and Conditions. Vodafone India shall have the right to defend themselves, pursuant to this clause, at the cost of the Subscriber in breach.

#### I. GENERAL TERMS AND CONDITIONS

1. By participating in this Offer, You confirm that You have read understood and agreed to conform to these Terms and Conditions; You also warrant the accuracy, truthfulness and currency of all information that You have submitted while participating in the Offer;
2. The awards under this Offer cannot be used in conjunction with any alternative award or promotion of a similar nature;
3. By participating in this Offer, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Offer and upcoming Offer from Vodafone India, as it may in its sole and absolute discretion decide.
4. The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form. The Subscriber shall also be bound by the terms and conditions of the Customer Application Form / Subscriber Enrolment Form as amended from time to time.
5. **Force Majeure** – This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God or any circumstance beyond the reasonable control of Organizer's ("Force Majeure Event"). Organizer shall not be liable for any delay or adverse effect caused to Eligible Subscribers as a result of a Force Majeure Event. Vodafone India shall intimate the suspension of the Offer caused as a result of such Force Majeure Event to the Eligible Subscribers.

6. This Offer is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
7. Failure by Organizer to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person including a Subscriber.
8. You hereby authorize Organizer to collect Your personal information including name, address and mobile number, photograph and share with its partners so as to enable You to participate in this Offer. Your personal information will be stored and processed in accordance with Vodafone Privacy Policy, which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.
9. You agree that Vodafone India and OnMobile has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with third parties.
10. By participating in the Offer, You, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, website and all material or content related to the Offer shall remain, at all times, owned by OnMobile, Vodafone India or its respective owners. All material and content contained in this website is made available for Your personal and non-commercial use only. Any other use of the material/ content on this website, or any information disseminated by SMS or any other means of communication is strictly prohibited.
11. By participating in the Offer, You confirm that You are entering into this Offer as an independent party and nothing herein establishes an employer-employee relationship between You and Organizer and You are acting voluntarily, using Your own time and resources to participate in this Offer, solely at Your own risk.
12. These Terms and Conditions are governed in accordance with the laws of India. In the event of any disputes or any matter arising here from will be referred to a Sole Arbitrator to be appointed by Vodafone India whose decision shall be final and binding on the parties. The place of Arbitration shall be Mumbai.
13. The Organizer at their sole discretion will not provide a cash alternative to any of the gratifications being offered in this Offer.
14. The employees and the family members of the employees of Vodafone India, OnMobile and their group companies, affiliate or associate companies shall not be eligible to participate in this Offer.
15. The Organizer reserves the right, at any time, to unconditionally disqualify any Eligible Subscriber who tampers with or who in any way abuses the process or Terms and Conditions of the Offer.
16. You, the Subscriber, acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content and Website, and all material or content related to the Offer shall remain, at all times, owned by OnMobile, Vodafone India or their respective owners. All material and content

contained in this Website is made available for Your personal and non-commercial use only. Any other use of the material and/or content on this Website and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.